

## AMENDMENT NO. 1 OF LEASE

This Amendment No. 1 of Lease (this "Amendment") is made as of July 31, 2018 ("Effective Date"), between 11TH AVE CAPITOL HILL DEVELOPMENT LLC, a Delaware limited liability company, ("Landlord"), and THE POWERS THAT BE LLC, a Washington limited liability company ("Tenant").

### RECITALS

A. Landlord and Tenant executed that certain Retail Lease dated September 22, 2017 (the "Lease"). Capitalized terms used in this Amendment shall have the meanings given to them in the Lease, except as provided in this Amendment.

B. Pursuant to the Lease, Landlord leases to Tenant that certain space containing approximately 1,804 square feet in the building located at 1427 11<sup>th</sup> Avenue, Seattle, WA 98122 ("Building") and more particularly described in the Lease (the "Premises").

C. The Lease requires, among other things, for Tenant to provide their own restroom facilities in the Premises, and Landlord and Tenant wish to document that obligation, in accordance with the terms and conditions set forth in this Amendment.

### AGREEMENT

In consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, Landlord and Tenant agree as follows:

#### 1. Restroom

Tenant acknowledges and agrees that the Premises do not have access to common area restrooms inside the Building and subject to complying with all the work requirements in the Lease, Tenant shall, at Tenant's sole cost and expense, construct one (1) single code compliant bathroom inside the Premises, which construction shall be completed within one hundred twenty (120) days of the Effective Date of this Amendment. Tenant's failure to complete construction of the bathroom within such 120-day period or failure to complete construction in compliance with all the terms of the Lease shall be deemed a material default under the Lease. A portion of the Construction Allowance (as defined in Exhibit B-2 of the Lease) in the amount of Thirteen Thousand Nine Hundred Ninety-Six and 70/100 Dollars (\$13,996.70), will be held by the Landlord and paid only after construction of the bathroom is completed and Tenant has complied with all the requirements for disbursement of the final installment of the Construction Allowance as provided in Exhibit B-2, including, without limitation, providing Landlord with a detailed breakdown of the cost of construction of the bathroom.

#### 2. Rent Commencement Date and Expiration Date

Notwithstanding anything to the contrary contained in the Lease, the parties confirm and agree the Rent Commencement Date is May 15, 2018 and the Expiration Date is May 31, 2023.

### 3. Tenant Representations

Tenant represents and warrants that:

**A. Due Authorization.** Tenant has full power and authority to enter into this Amendment without the consent of any other person or entity;

**B. No Assignment.** Tenant has not assigned the Lease, or sublet the Premises;

**C. No Landlord Default.** Tenant acknowledges that Landlord is not in default of the Lease;

**D. Binding Effect.** The Lease is binding on Tenant and is in full force and effect, and Tenant has no defenses to the enforcement of the Lease; and

**E. Real Estate Brokers.** There is no real estate broker or agent who is or may be entitled to any commission or finder's fee in connection with the representation of Tenant in this Amendment and Tenant shall indemnify and hold Landlord harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, attorneys' fees and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such Tenant's discussions, negotiations and/or dealings with any real estate broker or agent.

### 4. General Provisions

**A. Attorneys' Fees.** If a suit or an action is instituted in connection with any dispute arising out of this Amendment or the Lease or to enforce any rights hereunder or thereunder, the prevailing party shall be entitled to recover such amount as the court may adjudge reasonable as attorneys' and paralegals' fees incurred in connection with the preparation for and the participation in any legal proceedings (including, without limitation, any arbitration proceedings or court proceedings, whether at trial or on any appeal or review), in addition to all other costs or damages allowed.

**B. Counterparts; Facsimile and Scanned Email Signatures.** This Amendment may be executed in counterparts and when each party has signed and delivered at least one such executed counterpart to the other party, then each such counterpart shall be deemed an original, and, when taken together with the other signed counterpart, shall constitute one agreement which shall be binding upon and effective as to all signatory parties. Facsimile and scanned e mail signatures shall operate as originals for all purposes under this Amendment.

**C. Effect of Amendment.** The Lease is unmodified except as expressly set forth in this Amendment. Except for the modifications to the Lease set forth in this Amendment, the Lease remains in full force and effect. To the extent any provision of the Lease conflicts with or is in any way inconsistent with this Amendment, the Lease is deemed to conform to the terms and provisions of this Amendment.

**D. Binding Effect.** The provisions of this Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. No amendment, modification or supplement to this Amendment shall be binding upon the parties unless in writing and executed by Landlord and Tenant.

**E. Integration.** This Amendment contains the entire agreement and understanding of the parties with respect to the matters described herein, and supersedes all prior and contemporaneous agreements between them with respect to such matters.

**F. Submission of Amendment.** The submission of this Amendment for examination and negotiation does not constitute an offer to execute this Amendment by Landlord. This Amendment shall become effective and binding only upon execution and delivery hereof by Landlord and Tenant. No act or omission of any officer, employee or agent of Landlord or Tenant shall alter, change or modify any of the provisions hereof.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the Effective Date.

TENANT:

THE POWERS THAT BE LLC, a Washington limited liability company

By: 

Name:

Title:

Shervin Roohparhar

LANDLORD:

11TH AVE CAPITOL HILL DEVELOPMENT LLC, a Delaware limited liability company

By: MCRT Capital Hill LLC,

Its: Administrative Member

By: 

Sean Hyatt, Managing Director

**Reaffirmation of Guaranty:**

The undersigned ("Guarantor"), by executing this Amendment in the space provided below, reaffirms the obligations of Guarantor under his previously executed guaranty of the Lease, as amended by this Amendment.

GUARANTOR:



Shervin Roohparhar, an individual

STATE OF WASHINGTON     }  
                                      }  
                                      } ss.  
COUNTY OF King        }

On this 2<sup>nd</sup> day of August, 2018, before me, a Notary Public in and for the State of Washington, personally appeared Sean G. Hyatt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument; on oath stated that said individual was authorized to execute the instrument, and acknowledged it as the Senior Managing Director of 11th AVE CAPITOL HILL DEVELOPMENT LLC, a Delaware limited liability company to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Mary Beth Ranney  
(Print Name)  
NOTARY PUBLIC in and for the State of  
washington, residing at Redmond, WA  
My appointment expires: Nov. 8, 2020

STATE OF WASHINGTON

County of King )  
 )ss.  
 )

I certify that Sherwin Bodhparker appeared personally before me and that I know or have satisfactory evidence that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it to be the free and voluntary act of such person for the uses and purposes mentioned in this instrument.

DATED this 1<sup>st</sup> day of August, 2018.

  
Notary Public in and for the State of Washington  
My Commission Expires: 4/10/2022

